

AMENDMENT NO. 7
TO INTERCONNECTION AGREEMENT
BY AND BETWEEN
WISCONSIN BELL, INC. d/b/a SBC WISCONSIN
AND
AT&T COMMUNICATIONS OF WISCONSIN, L.P.

Whereas, Wisconsin Bell, Inc. d/b/a SBC WISCONSIN¹ ("SBC WISCONSIN") and AT&T Communications of Wisconsin, L.P. ("AT&T") (collectively, the "Parties") entered into an Agreement relating to local interconnection which became effective on July 9, 2002, ("Agreement") and which permits the Parties to mutually agree to amend the Agreement in writing; and

Whereas, the Parties now desire to supercede and replace the existing Article XII: Collocation–Section 251(c)(6), Schedules 12.9.1, 12.12, 12.15, 12.15.2, and 12.16 ("Related Schedules"), and Collocation Pricing Schedule of the Agreement with the attached Article XII: Appendix Physical Collocation, Appendix Virtual Collocation and Collocation Rate Summary, which shall become effective as set forth in Paragraph 5 below.

Now, therefore, the Parties agree as follows:

1. The Parties agree to amend the Agreement by replacing the existing Article XII, Related Schedules and Collocation Pricing Schedule of the Agreement with the attached Article XII: Appendix Physical Collocation, Appendix Virtual Collocation and Collocation Rate Summary. The Parties further agree that the attached Article XII: Appendix Physical Collocation, Appendix Virtual Collocation and Collocation Rate Summary (which are attached hereto and incorporated herein by this reference) shall supercede and replace all rates, terms and conditions of the existing Article XII, Related Schedules and Collocation Pricing Schedule of the Agreement in their entireties, without the necessity of physically removing the superceded Article XII, Related Schedules and Collocation Pricing Schedule from publicly filed Agreements such as those on file with the state public utility regulatory commission or SBC "CLEC Online" website.
2. This Amendment shall not modify or extend the Effective Date or Term of the Agreement, but rather shall be coterminous with the underlying Agreement.
3. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS FOR THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

¹ Wisconsin Bell, Inc. ("Wisconsin Bell"), a Wisconsin corporation, is a wholly owned subsidiary of Ameritech Corporation, which owns the former Bell operating companies in the States of Illinois, Indiana, Michigan, Ohio and Wisconsin. Wisconsin Bell offers telecommunications services and operates under the names "SBC WISCONSIN" and "SBC Ameritech Wisconsin", pursuant to assumed name filings with the State of Wisconsin.

4. In entering into this Amendment, the Parties acknowledge and agree that neither Party is waiving any of its rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment), with respect to any orders, decisions, legislation or proceedings and any remands thereof, including but not limited to its intervening law rights relating to the following actions: United States Supreme Court's opinion in *Verizon v. FCC, et al*, 535 U.S. 467 (2002); the D.C. Circuit's decision in *United States Telecom Association, et. al v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) ("USTA decision") and following remand and appeal, the D.C. Circuit's March 2, 2004 decision in *USTA v. FCC*, Case No. 00-1012 (D.C. Cir. 2004), if, when, and to the extent, that such DC Circuit Opinion becomes effective; the FCC's Triennial Review Order, released on August 21, 2003 *Review of Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers*, CC Docket No. 01-338 1); the FCC's Order *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, 15 FCC Rcd 1760 (FCC 99-370) (rel. Nov. 24, 1999), including its Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98; the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001) ("ISP Compensation Order"), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002). In entering into this Amendment, each Party fully reserves all of its rights, remedies and arguments with respect to any decisions, orders or proceedings.
5. The Parties acknowledge and agree that this Amendment shall be filed with, and is subject to approval by the Public Service Commission of Wisconsin and shall become effective ten (10) days following approval by such Commission.

In Witness whereof, the Parties hereto have caused this Amendment to be executed on the date shown below by their respective duly authorized representatives.

AT&T Communications of Wisconsin, L.P.

**Wisconsin Bell, Inc. d/b/a SBC WISCONSIN by
SBC Telecommunications, Inc., its authorized
agent**

Signature: Kathleen Whiteaker

Signature: Mike Auinbaub

Name: Kathleen Whiteaker
(Print or Type)

Name: Mike Auinbaub
(Print or Type)

Title: District Manager
(Print or Type)

Title: For/ President – Industry Markets

Date: 4-29-04

Date: MAY 19 2004